

1882-028  
Lee Co.

Chancery Causes: Adm. of Thomas Flanary vs Bra G. Sprinkle &c

Hambler, Hurst, Richmond, Morgan, Smyth, Loyd, Dickinson,  
Olinger, Cook, Drake, Flanery, Crabtree, Garrett, Jesse,  
Littor, Pridemore, Horton, Minter

- Deed

CA-Debt  
T-Property

To the Honorable John A. Kelly Judge  
of the Circuit Court of Lee County.

Your orator Charles L. Hamblin  
sheriff administrator of the estate of  
Thomas Flanery deceased, humbly com-  
plaining sheweth unto your Honor  
that his intestate, at the Term of  
the County Court of Lee County obtained  
a judgement against one Ira F. Sprinkle  
for the sum of \$68. with legal interest  
thereon from the 1<sup>st</sup> day of January 1862, and  
\$6.66. Costs. Upon this judgement a fieri  
facias issued from the said Clerks office  
and made returnable to the November rule  
1870, and was placed in the hands of  
William W. Sage then high sheriff of  
said County for collection, and was returned  
by him endorsed "no property found liable to  
levy" a copy of this fieri marked S. will  
be found with this bill and is prayed to  
be considered as part hereof.

Your orator further alleges that at the  
time of the rendition of said judgement  
the said sprinkle was the owner of  
valuable real estate, situated about 8  
miles East of Jonesville, and then known  
as his home place and on which he then and  
now resides - Also an other farm adjoining  
the same known as the "Venable" tract and



and perhaps others not known to your orator.  
There was at that time also upon record  
a deed of trust executed by said Sprinkle  
to Wm. S. Gurst trustee in a part of these  
lands, to secure various creditors, of the  
said Sprinkle, to wit. Marion S. Richmond  
Henry J. Morgan, John Smyth, the Executors  
of Boyd Dickinson deceased. And perhaps  
others. Nearly all these creditors however  
your orator is informed have failed, yet  
the said lands have never been recovered  
by said Trustee. This said deed bears date 17  
July 1868, and ran till first Jan. 1870 or the  
expiration of the then stay law. A copy  
of which said deed marked "C" will be  
found herewith filed as per hercop.  
After this and after the revocation of the  
Judgement of your orators nistate, to wit  
on the 5<sup>th</sup> day of September 1872, the said  
sprinkle and one John C. Alinger, who  
set up some kind of claim to said lands  
executed to one A. L. Pickens trustee  
an other deed of trust to secure one  
Johnson P. Norton administrator with the  
will annexed of the estate of Herim Kidgore  
deceased the sum of \$1000. payable annually  
in installments of \$200. Thus running for five  
years from the first day of Jan. 1874.



A copy of this deed marked "D." will be  
forwarded herewith filed as part hereof.

Your orator alleges that said trustee A. L. Richmond  
~~trustee~~, and attorney of said Johnson P. Horton  
actors as aforesaid and said Oliver had full  
knowledge of said judgment at the  
time and before the ~~execution~~ execution of  
the deed last aforesaid, and hence cannot  
affect your orators said judgment.

He alleges that his said judgment is a lien  
on the said lands of the said Sprinkle subject  
to the first deed of Trust aforesaid and  
that the said lands will fully pay all  
claims in said deed of trust to trust  
trustee and your orators said judgment.

He therefore asks that, the same be entered  
or sold to satisfy his said judgment  
which is the object of this bill.

His prayer therefore is that Ira F. Sprinkle  
William S. Trust Trustee, Chauncey D. Richmond  
Henry L. Morgan John Smith, James T. Lloyd  
executor of Bayl Dickinsons estate John C. Oliver

John W. C. F. Cook actors of C. Cook deceased Martin Drake  
Edgar W. Fleming, George Crabtree actors of James Hannell's estate Leander S. P. Litter  
A. L. Richmond Trustee and Johnson P. Horton

actors with the will annexed of the estate of  
Kiram Kilgore deceased be made parties  
defendants to this bill, that the said Wm. S.  
Trust Trustee, and the creditors under his said  
deed and Ira F. Sprinkle answer on oath



6 7.34.  
 2 18.00  
 2 8.00

2 30.34  
 18 23.4 to Aug 1877.  
 32.88

6 2.16 to Aug 1878.  
 5.00 Estimates  
 40.04  
 2.16 to July 1881.  
 184

W.P.

C. L. Harris Clerk

W. J. Rice, Chy

Geo. G. Sprinkle, Secy

Exhibits A. L. D.

1874 Oct Bill Lilled Sp. Execd  
 + Decree Nisi.

" Nov D. N. Contd & set for  
 hearing day 1877.

" App. term. d. of S. L.  
 Sprinkle, filed.

" Nov Book order & Contd.  
 1875 Apr Contd.

" Aug Decree to grant &  
 " Nov 2nd Contd.

1876 Mr. Aug & Nov Contd.  
 1877 Mr. Aug & Nov Contd.

1878 Contd. this year.  
 1879 Mr. Aug & Nov Contd.

1880 Mr. Aug & Nov Contd.  
 1881 Mr. Contd. d. Aug Contd.

1882 Mr. Contd. Aug Contd.

Chs 102

what sums have been paid in conformity with  
 said trust and what sums are still due. That  
 A. L. Prichard trustee, and Johnson P. Carter  
 answer, <sup>most</sup> whether or not they at the time and before  
 the execution of the said deed of trust to them had  
 full knowledge of your orators said judgment.  
 And upon a hearing your orators can be enforced  
 against said lands - that the same be rented or sold  
 to pay the same; and he asks nothing against said  
 trustees or creditors, beyond the information asked  
 for. That if necessary a sale be directed under the  
 first deed; and for all other further & general  
 relief may defer issue &c.

Wm. P. Prichard



To the Hon. John A. Kelly Judge of the Circuit Court  
of Lee County:

The answer of Henry J. Morgan, to the bill  
of Complaint of Charles L. Hambleton admr of Thomas  
Hamer, deceased filed in this Honorable Court against  
him and others, respectfully, represents:

That he believes it is true, as alleged by the plff  
that he obtained the judgments set out in the bill, at  
the time stated, which operates as a lien upon the  
real estate of the defendant Sprinkle subject however  
to the first encumbrances thereon.

This respondent now states that it is true, as  
alleged by the plff, that on the 17th day of July,  
1868 - the said Co- defendant Ira G. Sprinkle did  
execute a deed of Trust upon his real and personal  
estate, to William S. Hurst Trustee, to secure the  
several debts therein mentioned among whom  
this respondent was one. That at that time  
the said Ira G. Sprinkle and William S. Hurst were  
indebted to him in the sum of \$96.14 and as an  
evidence thereof, on said 17th day of July 1868 they  
executed to this respondent their joint writing abov-  
esaid sealed with their seals & signed by them.

with their proper Signatures & which is now herein  
so filed as a part of this answer marked (A & B)  
by which they bound themselves one day after the  
date thereof to pay this respondent said Sum  
of \$96.14 but of said Sum \$58.15 was a debt due  
and owing by said Hurst to this respondent and  
\$37.99 the residue thereof was a debt due and  
owing by said Sprinkle. Since the execution  
of said writing obligating Trust on the 25th day of  
May 1871. the said Ira S. Sprinkle paid to this  
respondent the Sum of \$13.77 which is credited on  
the back of said note. This respondent now  
charges that the balance of said writing obligating  
after deducting said credit is now justly due  
owing him from said Sprinkle & Hurst and that  
the same constitutes a valid and Substantive lien  
upon the real estate in the folks bill mentioned  
and must be paid out of the proceeds of the sale  
thereof, should such be decreed in the cause.

This respondent now States, that as to the debt  
in said deed of Trust mentioned as being due this  
respondent as Comr. amounting to \$185.00 with interest



from August the 20th 1866, that it is true, that  
said Ira G. Sprinkle at the time said trust  
deed was executed was indebted to him in the  
sum, with interest from the time therein stated  
and that Cass Bailey was the security for the payment  
of said sum. But long since said trust deed was  
executed, the said Ira G. Sprinkle procured one  
James P. Kelly to whom he had sold some real estate  
to pay said debt of \$185.00 with the interest thereon.  
And this respondent now states that said Kelly  
pursuant to said arrangement has fully paid  
and discharged said debt, so that the real  
estate of said Sprinkle is released from any further  
liability on account thereof.

This respondent further states, that at the time  
said trust deed was executed, that the defendant  
Sprinkle was indebted to him as adm<sup>r</sup> of William  
Barnes deceased in a sum varying somewhere  
between \$30.00 and \$50.00 but the precise sum he  
cannot now state, and that said indebtedness was  
continued by one two or three bonds, signed by said  
Sprinkle, and probably by others as his surety, but by  
whom this respondent does not now remember,



These bonds or evidences of debt, were sometime  
after the execution of said trust deed assigned  
and transferred by this respondent as admr of said  
Eames with all his rights and remedies to one  
Patrick Hagan by whom the same are now held  
as he recently informed. And this respondent  
now charges that whether these debts amount to  
the precise sum stated in said trust or not  
yet that they are in truth and in fact the  
identical debts intended to be secured thereby that  
said Hagan is justly entitled to the money secured  
thereby.

By reference to a copy of the said deed of trust  
filed by the self with his bill, it will be seen  
that the said Mrs. G. Sprinckle undertook by the  
execution thereof to secure to John Smith among others  
the sum of \$67.00 <sup>for a note</sup> given some time in 1866. This res-  
pondent now charges that the debt thus intended  
to be secured was instd of \$67.00 intended to secure  
a debt of \$73.00 due the said John Smith, and was  
and is evidenced by a bond for that sum executed  
on the 29<sup>th</sup> day of September 1866 due and payable



the first day of January thereafter, and which  
bond is now filed herewith as a part of this answer  
marked (A6) And on which there appears to  
have been paid, on the 20th day of February 1871  
the sum of \$25.00 as shown by a credit endorsed thereon.

This respondent now avers that on the 1st  
day of January 1875 the said John Smith assigned  
to him of that debt the sum of \$51.32 to secure  
a debt due the late firm of Everett & Barnes from one  
William R Orr deed and to Marvin D. Richmond  
the sum of \$16.32 due him from said Orr, all which  
is shown by a writing filed with said state or bond.

This respondent having now answered as far  
as he deems material to answer says he  
to be described with his costs

Henry J. Morgan

I do swear that so far as any facts are stated in  
the foregoing answer depending upon my own knowledge,  
that they are true as I verily believe and so far  
as stated upon information derived from others I  
believe them to be true so help me god

Sworn to before me by H. J. Morgan This 10<sup>th</sup> March 1875 } Henry J. Morgan  
J. P. }



Henry J Morgan

Ads } Answer

C L Hamblen admr.

Exhibits A B + C filed



To the Hon John A Kelly Judge of the  
circuit court of Lee County Va. duly sitting

The joint demurrer & answer  
of Ira B Sprinkle to the bill of complaint  
exhibited in this honorable court against the  
respondent & others by C. L. Hamblin Admr &c.

For answer thereto says, he is  
advised there is no matter or thing  
in said bill contained good & sufficient  
in law to call this debt to answer  
in this honorable court but that  
there is good cause of demurrer  
thereto & he does demur accordingly  
& prays judgment whether further  
answer be required &c.

Not waving said demurrer  
but relying thereon, should further answer  
be required this respondent says: the judg-  
ment said on by an agreement made by  
the decedent in his lifetime with Ann  
arkas B Bell his son-in-law &c was assigned  
& transferred to said Bell for a valuable considera-  
tion; and that said Bell is indebted to your  
respondent in a much larger sum of money  
than the judgment, which your respondent is willing  
shenby offers to set off against the same, ~~that~~  
facts are as follows, your ~~the~~ respondent and said  
Bell married daughters of the decedent Thomas  
Flaury - your respondent married some years before  
said Bell did, and had by his wife one child  
a daughter, and upon the death of your respon-  
dents wife, which occurred before said Bell  
was married, your respondent left his daughter



North Flaming

with his wife's sisters under a contract, at the time this occurred your respondent left a splendid side saddle worth at least \$25.00 with his daughter, his sister in law took the saddle & used it agreeing to furnish his said daughter another upon her arriving at age sufficient to need a saddle. This promise her husband repeated upon his marriage with respondent's sister in law. This occurred in the year 1858, your respondent charges that said sister in law North Flaming, now North Bell, (she having married said Bell as before said) did not furnish said saddle or in any way compensate therefor either respondent or his daughter. Your respondent also represents that in the year 1866 having learned that his daughter had not been provided with a saddle according to the agreement aforesaid & being desirous that she should have one he purchased of C. H. Leach a saddle worth \$37.50 and placed it in the hands of said Bell to take to his daughter who was still an infant & which said Bell promised faithfully to do, but has hitherto wholly failed & refused to do so or in any way compensate your respondent or his daughter but sold the said saddle & appropriated the funds arising therefrom to his own use.

Your respondent was security for said Bell for a debt of \$11.00 which your respondent had to pay. Your respondent also paid H. J. Morgan Clerk's fee bills against said Flaming

amounting \$10.00 or \$12.00 ~~which they~~ ~~Attorney prosecuting this suit agreed to~~ ~~pay~~ give your respondent credit for on presentation of the fee bills they will be filed hereafter & marked "A" hereafter. Having fully answered all that he is advised it is material for him to answer prays to be heard & dispensed with his costs. ~~Not~~ <sup>producing</sup> ~~causing~~ <sup>any thing</sup> <sup>injury</sup> <sup>but</sup> <sup>requiring</sup> <sup>proof</sup> <sup>of</sup> <sup>all</sup> <sup>material</sup> <sup>allegations</sup> <sup>he</sup>

Morgan & Morgan

Sworn to before me by S. A. Sprinkle, Nov 25th 1874.

James W. Orr, Clerk.

\* Who is now a citizen of the State of Kentucky & has been for several years past.



This answer is excepted to be examined  
contains therein the most set up any defence, it  
they were true. 2. It is not responsive to the  
bill drawn on 26<sup>th</sup> 1874.

Edgar A. Freeman

Ans. G. Sprinkle  
ad 3 Answer  
to L. Hamblin Adm<sup>r</sup>

Filed by leave of court at  
Nov Term 1874.

James W. Orr. clk.



Le. L. Hamblin adms  
against } Dr. Am.  
Ira G. Sprinkle et al.

This cause came on again this  
day to be heard upon the papers  
formerly read ~~on the plff~~ and was  
argued by Counsel. And the plff by  
his Counsel admitting that the debt and  
costs have been paid & settled with  
him the cause is stricken from the  
docket.



L. L. Hamblin  
Adm

1873 Decree -  
Final

Ira G. Sprinkle et al  
Aug. T. 1882

Entered Page 284  
J. A. Hyatt  
Clerk

Enter this -  
Sept. 7 1882  
J. A. K



Charles L. Hamblin and  
 against  
 Isaac G. Sprinkle et al

Plffs  
 vs  
 Defts

} In ch

This cause came on this day to be heard, upon the bill of the plaintiff and exhibits filed, the answer of Bra F. Sprinkle and Henry J. Morgan and general replications thereto; and the bill taken for confessed as to each of the other defendants, and was argued by counsel - On consideration whereof, and for reasons appearing to the Court; It is adjudged ordered and decreed that the plaintiff, as the administrator of the estate of Thomas Flannery deceased recover from the defendant Bra F. Sprinkle the sum of sixty eight dollars, with legal interest thereon from 1<sup>st</sup> day of January 1862, till paid, and six dollars and 66 cts costs at law; subject to a credit of \$10.04. paid in fee bills to Henry J. Morgan, January 25<sup>th</sup> 1872, - And that the said plff recover from the said Bra F. Sprinkle, the costs of this suit to be taxed by the clerk of this court, but the Court doth further decree that unless the defendant <sup>Bra F. Sprinkle</sup> or some one for him within 20 days from the date of this decree, ~~then~~ the said sum interests and costs, then A. L. Pilemore, who is hereby appointed a special commissioner, therefor after advertising the same for at least 20 days by posting notice of the terms, times and places of selling, proceed on some Court day, at the front of the Court House of this county to sell for a period of one year commencing on the first day of January 1876, all the lands in the bill mentioned and described, on which the defendant <sup>Bra F. Sprinkle</sup> now resides - He will execute a sufficient



Charles L. Hamblin adms & L

vs } Decree -

Ira H. Sprinkle adms

August T. 1875

Entered, Order Book

page 455.

James W Orr. clk.

Enter this decree.

Sept. 3<sup>d</sup>. 1875.

J. A. K.

order  
To be paid in hand, to pay the costs herein  
allowed as decreed to be paid and the costs of sale,  
and for the residue he will acquire bond from the  
debtor, covering the homestead, being interest from  
date and make payable, on the first day of  
August next, and report his action to some future time  
January 1877. And the decree is continued -



Charles L Hambleen Admr vs

H.

Ira G. Sprinkle -

Plaintiff

vs In chancery

Defendant

This cause came on this 30<sup>th</sup> day of November 1874 to be heard upon the ~~exceptions~~ to the answer of the defendant and it appearing to the Court that said ~~exceptions~~ are not sufficiently specific it is therefore adjudged ordered and decreed that they be ~~and~~ the same are hereby overruled. Thereupon the ~~Plaintiff~~ filed his general replication to the answer of the defendant and this cause is continued,



Chas L Hambleton <sup>Adm</sup>  
vs  $\frac{1}{2}$  Decr  
Ira G. Sprinkle

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November Term 1874

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Entered order Book page  
408.

James W Orr, Clerk.

Enter

In Book

Nov. 30/74



The deposition of Henry J. Morgan C. H. Court

Taken before me J. W. Davis

Davis a Justice of the Peace in and for Lee County Virginia at the law office of C. S. Duncan on Monday the 22<sup>nd</sup> day of March 1875, pursuant to notices hereto attached which depositions are intended to be used as evidence in behalf of the Defendants in a certain suit in Chancery now pending in the Circuit Court of Lee County Va in which Charles L. Hamblen heir of Thos. Hamory dec<sup>d</sup> is Plaintiff, and Ira G. Sprinkle and others are defendants,

Monday the 22<sup>nd</sup> day of March 1875. the taking of the above named deposition is postponed until 2 o'clock P.M. Tuesday 23<sup>rd</sup> March 1875. J. W. Davis, J.P.

Henry J. Morgan a witness of lawful age being first duly sworn deposes and says, Question By Defendant. State whether Ira G. Sprinkle ever paid you any thing on account of Thomas Hamory now deceased. If so how much. When paid to you and what was the character of the debt due you by said Hamory.



Sussex. On the 25th of January 1872 Ira G. Sprinkle Settled and paid to me, Two fee bills which I then held, against Thomas Flanery now deceased amounting to \$10.04 One of which was for fees due me as late clerk of the County and Circuit Courts of Lee County amounting to \$6.88 and the other as well as I now remember was for services as Commissioner in taking depositions for him amounting to \$3.16 and both of which as well as I now remember was for my services to said Flanery in a chancery suit brought by him against Andrew J. Wilson.

And further this witness says that

Henry J. Morgan

Charles A. Cook another witness of lawful age - after being duly sworn deposes and says -

Ira G. Sprinkle  
Question by Plaintiff Did the defendant, ever purchase from you a sidesaddle if so when and at what price, and do you know who he bought it of, Ans. He did, and my best impression now is



that he purchased said Saddle sometime in the year  
1866, and at the price of \$37<sup>50</sup> and at the time of  
the purchase he informed me that said Saddle was  
purchased for his daughter who lived with her  
grandfather Thomas Hanomy ~~in Kentucky~~  
and said Sprinkle <sup>since</sup> ~~also~~ told me that M. C. Bell  
sold the saddle and agreed to make her another  
after he got toky but of this I have no personal  
knowledge. And further this deponent saith  
not.

J. F. Carr

Samuel H. Winter another witness of lawful  
age after being first duly sworn deposes and says  
Question by Defendant State if you ever heard  
M. C. Bell or Thomas Hanomy state anything about  
the personal estate of the said Thomas Hanomy?  
If so what?

Answer I heard Mr M. C. <sup>Bell</sup> say that Thomas Hanomy  
had assigned and transferred all his personal  
estate to him the said Bell and that he the said  
Bell claimed all said Hanomy's personal estate  
including the judgment against said Sprinkle



and that he the said Bell was the proper person  
to collect this judgment and settle all the unsettled  
business of said Flanory dead and that he the  
said Bell not now directed suit to be brought against  
said Sprinkle and witness further thinks that  
said Thomas Flanory in his lifetime told wit-  
ness he had transferred and assigned all  
his personal estate to his son-in-law the said  
M. C. Bell and further this deponent  
soth not

Samuel, H. Martin

Virginia Lee County Wit

J. W. Davis a Justice of the  
Peace in and for Lee County do certify  
that the foregoing depositions were taken sworn  
to and subscribed before me at the time and  
place and for the purposes mentioned in  
the caption Given under my hand  
and seal this 23<sup>rd</sup> day of March 1876

J. W. Davis. J. P. Seal

Justice's Fee \$1.00 75 cts



Le Haysblin ~~Adm~~ &c  
vs } D. J. v

Tr. G. Sprunkle & als

Recd from the Justice before  
whom taken & filed this  
23rd 1876.

James W Orr, Clerk.



This Deed made the 17th day of July in the year 1868. between one S. Sprinkle of the one part, and William S. Hurst of the other part, Witnesseth that the said S. Sprinkle doth grant, subject to the reservations and conditions hereinafter named unto the said William S. Hurst the following property to wit: the following tracts of land or interest therein whether legal or equitable, that is to say, the tract of lands upon which I now reside on Powell's river conveyed to me by deeds of record from James Garrison, and also the tract adjoining the above, purchased of James M. Venable, and also 16 acres deed by Charles South & A. D. Stout adjoining the tracts first named, also 50 acres lying above my home place on the North side of Powell's River conveyed to me by Robert Travis also 50 acres lying on the North Fork of Powell's River which I purchased of David Garrison, and upon which William Hurst now resides, and also the dower interest in the lands of the Estate of Vincent Hobbs, which I purchased of Clarinda Hobbs his widow & resold to her & her husband, retaining a lien thereon for the purchase money also all my personal property of every kind and description whatsoever consisting in part of two mares, 1 colt, 1 yearling filly and 1 jack, 1 yoke of oxen, 3 milch cows, and calves, about 40 head of hogs, sows and shoats, about 35 head of sheep, one six horse wagon & yoke, 3 large ploughs, 4 shovel plows, 3 sto gears hoes, shovels, snath &c &c including all farming utensils not hereinafter named 14. Bed stands, 7 ~~clothes~~ <sup>free</sup> Beds, Beds stands and necessary bed, clothes, 2 Bureaus, 1 safe, 1 clock, 2 tables & chairs, 1 clothes press, 1 large Brass Kettle, 1 Large Iron Kettle, cooking utensils, Cupboard ware and all other house hold and Kitchen furniture not hereinbefore named, also 40 or 75 bushels of wheat now in stacks, about 250 dozen oats in the shocks, about 40 acres of growing corn cultivated by myself and all the rents that are now & will be due this fall from my renters and such crops as may be raised or laid from now until the 1st day of January 1870. Also one set of Blacksmith tools, and one set of carpenter's tools and also all notes, bonds, accounts, or other evidences of debt which may be due and owing to me from any person or persons whomsoever, the foregoing property is granted and conveyed, subject to the following reservations and conditions, that is to say, the said grantor is to retain full possession of said property



except as modified by other conditions & restrictions until the 1st day of January 1870. or until the Expiration of the stay law should it be extended beyond that period, and the said grantor also reserves from the grants made in this deed all the property, which the laws of the state guarantees to him, free from distress, or buy, and as to the grain and crops herein granted, it is covenanted and agreed between the grantor and grantee that the grantor is to retain use of said grain and crops now produced or hereafter to be raised, so much only, as shall be necessary for the support of the grantor's family, and the live stock before conveyed in sustaining and fattening the same, and the residue the said Trustee under his supervision and control is to sell or dispose of, as he may think best, to discharge and pay off interest & costs, which the law requires to be paid now, and other executions which are now pressing the grantor, this last named property and all other herein named, subject to the foregoing & subsequent conditions & reservations is conveyed in Trust to secure the payments of the following debts by the first day of January 1870. if then collectable by law that is to say, to M. D. Richmond's note due 25th December 1868 for \$32.45 and one other note due the same day for \$76.89 subject to a credit of \$3.71 Jan'y 11th 1861, and one other note due to same the 6th of April 1862 for \$126.51. Subject to a credit of a horse June 6th 1862 at \$150.00 1 note to C. Couch Est. dated March 18th 1861 for \$26.36 1 note to C. Couch & son dated March 18th 1861 for \$45.27. 1 note to William F. Hunter & son for the benefit of C. Couch & son due Jan'y 30th 1863 for \$114.72 subject to a credit left 1st 1867 \$11.25 two notes to H. J. Morgan admr of Carver's Est. for \$36.00 executed Nov 7th 1863. due 12 months after date, two notes due H. J. Morgan as Commr amounting to \$195.00. executed Augt 20th 1866. bearing interest from date, one half payable 20th August 1867 and the other half the 20th August 1868. one other note executed by one (Ira S. Sprinkle) and W. S. Hurst to Henry J. Morgan for \$76.14 due 17 July 1868 1 note to Martin Drake for \$100.00 with Abraham Flanery my security, which note was executed previous to the war. 1 note to Squire John Smith for \$67.00 given some time in 1866. Bal of note to George Leavitt as admr of James Karp's Est. \$20.00 with J. M. Parson's security. 1 note to Lee Fessie

for \$20.00 given in March 1868. 1 note in the hands of H. J. Letton due 1st January 1862 for \$116.35 Cr July 27-1865 by Cattle \$36.00 & Feb 15-1867 by Land \$24.38. 1 note in the hands of same due Feb'y 7-1861 for \$40.92 It is further covenanted and agreed between the grantor and grantee that the tract of land, herein first conveyed, as the place upon which the grantor resides, is subject to the following reservations and conditions on account of contracts which the grantor has heretofore made with the parties hereafter named, which said contracts, and the rights arising thereunder are expressly reserved from the operations of this deed, that is to say, William Cox is to occupy the house & lot where he now lives 10 years at \$35.00 per year, payable yearly. the first payment, the 1st April next, which sum is also conveyed in trust as above to the grantee, he is also to have in addition pasture for two cows & two horses and Cecil Parsons is also to have a boundary off of said tract supposed to contain 25 acres for 15 years for which he is to build a house & pay one hundred dollars in the year 1868. \$100. in the year 1869. both of which sums are hereby conveyed and transferred to said grantee in trust as aforesaid. Now, if the said debts hereinafter named are not paid by the 1st day of January 1870. it is further covenanted and agreed between the grantor and grantee that the latter may, when required by any creditor before named, sell as the law requires, as to time and place, the personal property first, one half cash & the other half on 6 mos time, with bond and good security, and should it become necessary to sell any of the real estate, it shall be sold as the law requires on six and twelve months time, taking bond & good security, and retaining a lien upon the land for the purchase money, & in all other things & matters, the said Trustee shall proceed as the law requires. Witness the following signatures and seals.

Ira S. <sup>his</sup> Sprinkle (Seal)  
Wm S. Hurst (Seal)

Lee County, Court, Clerk's office, the 17th day of July 1868. This Indenture of bargain and sale for land and personal property between Ira S. Sprinkle of the first part, and William S. Hurst Trustee of the benefit of the creditors herein named, of the other part,



was acknowledged before me by the said Ira G. Sprinkle to be his act and deed for the purposes therein mentioned, and the said deed being duly stamped, is admitted to record.

Teste John B. West, D. Clerk.

I also desire, and do hereby enclose in the foregoing deed of Trust an note of \$72.76 due Elkanah Flanery, executed the 17th of August 1868, and also the following notes executed to George H. Clark, now in the hands of and due W. H. Warner, admor of. Ira Warner deceased, to wit: one note for \$10.<sup>00</sup> due January 1st 1860, subject to a credit of \$6.00 paid Feb 21st 1861. one note of \$62.81 due Feb 21st 1861 subject to a credit of \$44.07 paid Dec 16th 1861, and one other note due same of \$14.83 due January 31st 1861. Given under my hand this 17th of Aug 1868.

Ira G. <sup>his</sup> Sprinkle  
mark

Attest Teste John B. Gibson D. C.

(6)

Wm J. Howard Trust  
True Copy of Deed of Trust  
Ira G. Sprinkle  
Recorded in Deed  
Book 12-13-14-15-16-17-18-19-20-21-22-23-24-25-  
John B. Gibson D. C.

140  
800  
2.20  
2.30  
2.11



This Deed made this 5<sup>th</sup> day of September 1872. between Ira C. Sprinkle and John C. Olinger of the first part, and Auburn L. Fridmore trustee of the other part, all of Lee County Va. Witnesseth that, whereas Johnson F. Horton administrator, of the estate of Hiram Kilgore deceased, lately to wit at the June term 1872 of the county court of Lee County obtained against the said Ira C. Sprinkle and A. D. Stout a judgment for the sum of \$1240. with legal interest thereon from the day of June 1866. and whereas the said Horton by the consent and direction of the heirs and distributees of the estate of the said Hiram Kilgore, has compromised the said judgment, by reducing the amount thereof, to the sum of \$1000. to be paid in five equal annual installments commencing on the first day of January 1874. and whereas the said Ira C. Sprinkle and John C. Olinger, as his security therein have this day executed five writings obligatory sealed with their seals and signed with their signatures, bearing date the 5<sup>th</sup> day of September 1872, whereby they bind themselves to pay to the said Johnson F. Horton adm<sup>r</sup> as aforesaid two hundred dollars by the first day of January 1874, and so on annually till the said thousand dollars should be fully paid, and whereas the said Johnson F. Horton adm<sup>r</sup> as aforesaid accepted the same when fully paid as a discharge and full satisfaction of said judgment, and whereas the said Ira C. Sprinkle and John C. Olinger are desirous of receiving the payments before stated falling due annually as aforesaid, now therefore in consideration as well as the sum of one dollar to the said Fridmore trustee as aforesaid, in hand paid the said Ira C. Sprinkle and John C. Olinger doth give bargain sell and convey to the said Fridmore trustee as aforesaid all the right title and interest they may have legally or equitably in and to a certain tract of land owned formerly by said Sprinkle and purchased by him from James M. Menable and conveyed to him by a commission appointed by the county court of Lee County, Va. for the purpose of conveying the legal title vested in the heirs of said Menable and which said tract is situated in Lee County Virginia near the said Sprinkle's home place and for a particular description of which reference is made to said deeds, and they also grant bargain sell



and convey unto the said Fildemore trustee as aforesaid, all the right title and interest that they the said Sprinkle and John C. Olinger may have in and to a certain other tract or parcel of land, situated in said County of Lee, on the waters of Potomac River and on which the said Sprinkle now lives, and for notes and bonds thereto reference is hereby made to the said Sprinkles titles papers thereto now should Ira S. Sprinkle or John C. Olinger pay the said bonds before alluded to in or by the time or times the same falls due, then no sale is to be made under this deed, but should they fail to pay the said sum of \$1000. as it falls annually due commencing on the first day of January 1874, then it shall be lawful for the said trustee after posting notices on the front door of the Court house of said County and in the neighbourhood where the land lies for at least 30. day before sale to proceed to sell said lands or so much thereof as may be necessary to pay, the amounts due at the time of sale, that is to say he may sell so much as may be necessary to pay each \$200. bond as the same falls due, but the said Sprinkle or his representative, is to have the direction of which of the lands shall be first sold, and whether sold all together or in small quantities, and it is further agreed that the said Horton is to receive any payments offered by said Sprinkle or Olinger, whether the same be due or not, when offered in sums of \$50 or over, and the trustee is to have for his services in the event sale is made the fees now allowed by law, together, with his charges for writing and recording this deed witness the following signatures and seals, This the day and year above written

Ira <sup>his</sup> Sprinkle Seal  
<sup>master</sup>  
John C. Olinger Seal

Lee County Court Clerk's office the 5th day of September 1872

The foregoing Deed of Trust from Ira S. Sprinkle and John C. Olinger to A. L. Fildemore Trustee, all of Lee County Virginia, was acknowledged before me by the said Sprinkle & Olinger to be their act and deed for the purposes therein mentioned and being duly stamped is admitted to record.

Lester James M. Orr, Clerk,  
Attest John R. Gibson D.C.



A. L. Pridemore <sup>Pres</sup>  
3<sup>rd</sup> copy of Seed Trust

Ira G. Sprinkle et al.

Recorded in Seed  
Book No 16 - Page  
257-8.

John R. Gibson & Co.

A copy.

Teste James W Orr, clerk.



The Commonwealth of Virginia,

WE COMMAND YOU, that of the goods and chattels of

TO THE SHERIFF OF LEE COUNTY---GREETING:

*Ira Q Sprinkle*

late in your bailiwick, you cause to be made \$ *68.00*  
with legal interest thereon, from the *1st* day of *January*, 18*62*, till paid,  
which *Thomas Slavery*

lately in our County Court of Lee County, has recovered against *him* by suit for *Debt*  
also, \$ *6.66* which to the said *Slavery*  
in our said Court were adjudged for *his* costs in that behalf expended, whereof the said  
*Sprinkle* is — convicted, as appears to us of record.

And that you have the same before the *Judge* of our said Court, at the Court-House on the first  
Monday in *November* next, to render to the said *Slavery*  
of the *Debt* and cost aforesaid.

And have then there this writ. Witness, JOHN B. WEST, ~~Deputy for SYLVESTER H.~~  
~~THOMPSON~~, Clerk of our said Court, at the Court-House, this *7th* day of *September*  
1870, in the *95th* year of the Commonwealth.

*John B West.* Clerk,

*L. 3.16*

*S. 2.50*

*S. .50*

*S. .50*

*\$ 6.66*



No 6 (217)

Thomas Flanery

vs } Si Ha

Ira C Sprinkle

---

November Rules 1870.

---

No property found  
d Liab to Levie

William W Sage



Le. L. Hamblin actor. Plffs } In ch.  
against  
Jra G. Sprinkle et. als. defts }

This is a bill filed to enforce a Judgment of the County Court, obtained at Term 1868 upon the name of Thomas Flannery decedent of the plffs, for \$68. and interest from 1<sup>st</sup> January 1862.

The copy of the Judgment shows its date, in whose name & when rendered.

The defendant Jra G. Sprinkle seeks to avoid this Judgment, by alleging in his answer that one Marcus A. Beel is equitably owner of the debt, and was so at the date of the rendition of the Judgment - and that he has legal offsets now, and then had such offsets against said Beel. This is a legal defense and should have been made at the time the Judgment was rendered. The matters of offset set up in the answer are not proven, and if they were they are barred by the statute of limitations, on which unless the Court were herein presented he true. The plffs. can under the General replication reply the last item claimed was for the alleged sale of a saddle in 1864. The answer was filed 1874 hence that item is barred, and hence, the item of 1858 would also, <sup>be barred</sup> The few bills paid for Thomas Flannery are conceived to be proper credits if they had been authorized by said Flannery to have been paid which is denied.

But the view of the plff is that no, offset arising before the Judgment can be relied on by an answer; but the same if sought to be enforced



must be by Cross bill, in which the plff could  
set up in his answer, the statute of limitations -  
So that the matters set out in said answer are  
such facts as can <sup>not</sup> be relied on by the de-  
fendant, as a defense to this judgment - But  
if insisted upon by the defendant, they must  
be brought before the court in a cross bill where  
the plff can, and can only make his full  
and complete defense. But if the court should  
take a different view than the plff claims  
in the limitation if the court should think the  
said claims or any of them sufficiently proved.

Le. L. Hamblin admsr

vs J. C. Plffs. Buef

In Ch. S. Minkles obs

C. Plffs. Buef



Mr C L Hamblein Sheriff and I am of Thomas  
Manory deceased take notice that on ~~Thursday~~ the  
19<sup>th</sup> day of March 1875, at the dwelling house of Mr  
Dorton in the County of Wise and State of Va. will pro-  
ceed to take the deposition of Sally Dorton and others  
which depositions are intended to be read as evidence  
in my behalf in a certain suit in Chancery in which  
you as Administrator as aforesaid are plaintiff and myself  
and others defendants, and that on Monday the 22<sup>nd</sup>  
day of March at the law office of C. S. Duncan in  
the Town of Jonesville Va. I will proceed to take the  
depositions of H. F. Morgan and others to be read as  
evidence in my behalf in said cause and  
if from any cause the taking of said deposi-  
tions cannot be completed on that day then  
to adjourn from day to day and from place  
to place until they are finished  
March 11<sup>th</sup> 1875

Respectfully

Ira G. Sprinkle  
by Mr W D Atty



Ira G. Sprinkle  
Secy & Notary  
C. L. Hamblen Secy

Receipt the legal divorce of the  
within named March 12<sup>th</sup> 1875.

Ira G. Sprinkle  
Secy & Notary



# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY--GREETING:

WE COMMAND YOU TO SUMMON *Frederick Sprinkle, the S. Kure's trustee, M. D. Richmond, R. J. Morgan, John Smyth, J. J. Lloyd Esq. of the last will & testament of Boyd Dickinson dead, John C. Olinger, M. & C. F. Maske admors of the Est of G. Cooke dead, Martin Drake, Ephraim Flannery, George Crabtree admors of the Est of J. H. Garrett dead, See Jesse, A. J. Litter, A. S. Richmond trustee and Johnson R. Horton Admr of the will annexed of Hiram Kellogg dead.*

*circum*

To appear before the Judge of our County Court of Lee County, at the Court House, in the Clerk's Office, at Rules to be holden for said Court, on the first Monday in October next, to answer a bill in Chancery, exhibited in our said Court against *them* by *Charles L. Hamblin Sheriff Admr. of the Estate of Thomas Flannery dead.*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court House, this 15<sup>th</sup> day of Sept. 1874 in the 29<sup>th</sup> year of the Commonwealth.

*James W. Orr* Clerk.



1767

C. L. Hamblin Adm'r.

as Spec in Chy.

Isa. H. Spruile

Oct. Rules 1874

Sept. 26 1874

Executed by delivering  
copies to each of the  
noted names on this

C. L. Hamblin

Clark

1874